

In re:
Kevin F. Kane
Debtor

Case No. 22-11539-mdc
Chapter 13

District/off: 0313-2
Date Rcvd: Feb 22, 2023

User: admin
Form ID: pdf900

Page 1 of 2
Total Noticed: 3

The following symbols are used throughout this certificate:

Symbol **Definition**

- + Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 24, 2023:

Recip ID	Recipient Name and Address
db	+ Kevin F. Kane, 144 Warrior Road, Drexel Hill, PA 19026-4921

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	Email/Text: megan.harper@phila.gov	Feb 23 2023 00:25:00	City of Philadelphia, City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor, Philadelphia, PA 19102-1595
smg	Email/Text: RVSVCBICNOTICE1@state.pa.us	Feb 23 2023 00:25:00	Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946, Harrisburg, PA 17128-0946

TOTAL: 2

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 24, 2023

Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 22, 2023 at the address(es) listed below:

Name	Email Address
BRIAN CRAIG NICHOLAS	on behalf of Creditor PENNSYLVANIA HOUSING FINANCE AGENCY bnicholas@kmllawgroup.com blkgroup@kmllawgroup.com
DENISE ELIZABETH CARLON	

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User: admin

Page 2 of 2

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on behalf of Creditor PENNSYLVANIA HOUSING FINANCE AGENCY bkgroup@kmllawgroup.com

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

LEON P. HALLER

on behalf of Creditor PENNSYLVANIA HOUSING FINANCE AGENCY lhaller@pkh.com
dmaurer@pkh.com;mgtutshall@pkh.com;khousman@pkh.com

PAUL H. YOUNG

on behalf of Debtor Kevin F. Kane support@ymalaw.com
ykaecf@gmail.com,paullawyers@gmail.com,pyoung@ymalaw.com;youngpr83562@notify.bestcase.com,tkennedy@ymalaw.com
,lesliebrown.paralegal@gmail.com

United States Trustee

USTPRegion03.PH. ECF@usdoj.gov

TOTAL: 6

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Kevin F. Kane	<u>Debtor(s)</u>	CHAPTER 13
PENNSYLVANIA HOUSING FINANCE AGENCY		
	<u>Movant</u>	NO. 22-11539 MDC
vs.		
Kevin F. Kane	<u>Debtor(s)</u>	
Kenneth E. West	<u>Trustee</u>	11 U.S.C. Section 362

AMENDED STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of December 12, 2022, the post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$16,301.84**, Post-petition funds received after December 12, 2022, will be applied per the terms of stipulation outlined here. The arrearage breaks down as follows;

Post-Petition Payments: July 2022 through December 2022 in the amount of \$3,052.64/month
Suspense balance : (\$3,052.00)
Fees & Costs Relating to Motion: \$1,038.00
Total Post-Petition Arrears \$16,301.84

2. Debtor shall cure said arrearages in the following manner:
a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the remaining amount of the post-petition arrears **\$16,301.84**.

b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$16,301.84** along with the pre-petition arrears;

c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due January 2023 and continuing thereafter,

Debtor shall pay to Movant the present regular monthly mortgage payment of \$3,052.64 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

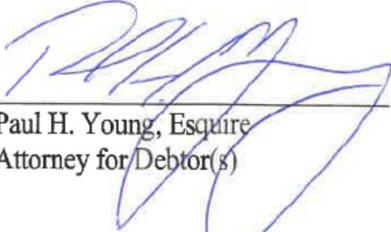
8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: February 9, 2023

/s/ Denise Carlon, Esquire
Denise Carlon, Esquire
Attorney for Movant

Date: _____


Paul H. Young, Esquire
Attorney for Debtor(s)

Date: February 19, 2023

No Objection - Without Prejudice to Any
Trustee Rights or Remedies

/s/ LeeAne O. Huggins
Kenneth E. West, Esquire
Chapter 13 Trustee

Approved by the Court this 22nd day of February 2023. However, the
court retains discretion regarding entry of any further order.


MAGDELINE D. COLEMAN
CHIEF U.S. BANKRUPTCY JUDGE